

EXHIBIT 5



Joseph Weiner <hersheyweiner@gmail.com>

Re: Wires today

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Mon, Apr 26, 2021 at 12:41 PM

150k is done

On Mon, Apr 26, 2021 at 10:11 AM Joseph Mendlowits <josephm@adorama.com> wrote:

690k confirmed

Will check the 150k

From: Joseph Weiner <hersheyweiner@gmail.com>
Sent: Monday, April 26, 2021 12:10 PM
To: Joseph Mendlowits <josephm@adorama.com>
Subject: Wires today

You will receive today the below

\$690,000 from Rock fintek

\$150,000 from Mark (100k from Chesky, 50k from Duvy Breier)

Then, you need to send to us \$1,251,000 for 6 containers Medicare

Click [here](#) to report this email as spam to System Support.

AKW000693



Joseph Weiner <hersheyweiner@gmail.com>


Rock Fintek Quantities delivered

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Fri, May 28, 2021 at 12:25 PM

See attached report,
Note, some loads have less quantities, but their payments was always for full loads

 **qty delivered.xlsx**
159K

AKW001598

Kitchen Winners NY
Sales by Item Detail

All Transactions

Type	Date	Num	Qty	Sales Price	Amount
1 Invoice	04/20/2021	1703	29,200	11.50	335,800.00
2 Invoice	04/20/2021	1704	24,950	11.50	286,925.00
3 Invoice	04/26/2021	1705	29,200	11.50	335,800.00
4 Invoice	04/26/2021	1706	29,200	11.50	335,800.00
5 Invoice	04/27/2021	1730	30,000	11.50	345,000.00
6 Invoice	05/03/2021	1707	30,000	11.50	345,000.00
7 Invoice	05/03/2021	1708	30,000	11.50	345,000.00
8 Invoice	05/05/2021	1709	30,000	11.50	345,000.00
9 Invoice	05/05/2021	1710	30,000	11.50	345,000.00
10 Invoice	05/10/2021	1711	30,000	11.50	345,000.00
11 Invoice	05/10/2021	1712	30,000	11.50	345,000.00
12 Invoice	05/11/2021	1713	30,000	11.50	345,000.00
13 Invoice	05/11/2021	1714	28,740	11.50	330,510.00
14 Invoice	05/11/2021	1715	30,000	11.50	345,000.00
15 Invoice	05/12/2021	1716	30,000	11.50	345,000.00
16 Invoice	05/12/2021	1717	30,000	11.50	345,000.00
17 Invoice	05/12/2021	1746	30,000	11.50	345,000.00
18 Invoice	05/13/2021	1718	30,000	11.50	345,000.00
19 Invoice	05/19/2021	1719	30,000	11.50	345,000.00
20 Invoice	05/19/2021	1720	30,000	11.50	345,000.00
21 Invoice	05/19/2021	1721	30,000	11.50	345,000.00
22 Invoice	05/19/2021	1722	30,000	11.50	345,000.00
23 Invoice	05/19/2021	1723	30,000	11.50	345,000.00
24 Invoice	05/19/2021	1724	30,000	11.50	345,000.00
25 Invoice	05/20/2021	1728	30,000	11.50	345,000.00
26 Invoice	05/20/2021	1729	30,000	11.50	345,000.00
27 Invoice	05/21/2021	1727	30,000	11.50	345,000.00
28 Invoice	05/24/2021	1731	30,000	11.50	345,000.00
29 Invoice	05/24/2021	1732	30,000	11.50	345,000.00
30 Invoice	05/24/2021	1733	30,000	11.50	345,000.00
31 Invoice	05/24/2021	1734	30,000	11.50	345,000.00
32 Invoice	05/24/2021	1735	30,000	11.50	345,000.00
33 Invoice	05/24/2021	1736	30,000	11.50	345,000.00
34 Invoice	05/24/2021	1737	28,000	11.50	322,000.00
35 Invoice	05/25/2021	1738	28,000	11.50	322,000.00
36 Invoice	05/25/2021	1739	28,740	11.50	330,510.00
37 Invoice	05/25/2021	1740	29,610	11.50	340,515.00
38 Invoice	05/25/2021	1742	30,000	11.50	345,000.00
39 Invoice	05/25/2021	1743	30,000	11.50	345,000.00
40 Invoice	05/25/2021	1744	30,000	11.50	345,000.00
41 Invoice	05/25/2021	1745	30,000	11.50	345,000.00
42 Invoice	05/26/2021	1741	28,740	11.50	330,510.00

AKW001599

Kitchen Winners NY
Sales by Item Detail

All Transactions

<u>1,244,380</u>	<u>13,974,570.00</u>
<u>1,244,380</u>	<u>13,974,570.00</u>
<u>1,244,380</u>	<u>13,974,570.00</u>



Joseph Weiner <hersheyweiner@gmail.com>

Re: Rock Fintek Quantities delivered

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Wed, Jun 2, 2021 at 5:04 PM

I updated this yesterday, just released 5 loads, but don't have the details yet

On Wed, Jun 2, 2021 at 2:35 PM Joseph Mendlowits <josephm@adorama.com> wrote:

Do you have a updated from this ?

From: Joseph Weiner <hersheyweiner@gmail.com>
Sent: Tuesday, June 1, 2021 6:46 PM
To: Joseph Mendlowits <josephm@adorama.com>
Subject: Re: Rock Fintek Quantities delivered

Updated attached

On Tue, Jun 1, 2021 at 5:37 PM Joseph Weiner <hersheyweiner@gmail.com> wrote:

yes received your wire

On Tue, Jun 1, 2021 at 3:39 PM Joseph Mendlowits <josephm@adorama.com> wrote:

Please send me a updated for this.

BTW it seems like you should have the wire by now LMK

From: Joseph Weiner <hersheyweiner@gmail.com>
Sent: Friday, May 28, 2021 12:25 PM
To: Joseph Mendlowits <josephm@adorama.com>
Subject: Rock Fintek Quantities delivered

See attached report,

Note, some loads have less quantities, but their payments was always for full loads

Click [here](#) to report this email as spam to System Support.

AKW001744



Joseph Weiner <hersheyweiner@gmail.com>


Rock Fintek quantities delivered

1 message

Joseph Weiner <hersheyweiner@gmail.com>

Fri, Jun 4, 2021 at 2:25 PM

To: Joseph Mendlowits <josephm@adorama.com>

 **qty delivered.xlsx**
30K

AKW001788

Kitchen Winners NY
Sales by Item Detail

All Transactions

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Qty</u>	<u>Sales Price</u>	<u>Amount</u>
1	Invoice	04/20/2021	1703	29,200	11.50	335,800.00
2	Invoice	04/20/2021	1704	24,950	11.50	286,925.00
3	Invoice	04/26/2021	1705	29,200	11.50	335,800.00
4	Invoice	04/26/2021	1706	29,200	11.50	335,800.00
5	Invoice	04/27/2021	1730	30,000	11.50	345,000.00
6	Invoice	05/03/2021	1707	30,000	11.50	345,000.00
7	Invoice	05/03/2021	1708	30,000	11.50	345,000.00
8	Invoice	05/05/2021	1709	30,000	11.50	345,000.00
9	Invoice	05/05/2021	1710	30,000	11.50	345,000.00
10	Invoice	05/10/2021	1711	30,000	11.50	345,000.00
11	Invoice	05/10/2021	1712	30,000	11.50	345,000.00
12	Invoice	05/11/2021	1713	30,000	11.50	345,000.00
13	Invoice	05/11/2021	1714	28,740	11.50	330,510.00
14	Invoice	05/11/2021	1715	30,000	11.50	345,000.00
15	Invoice	05/12/2021	1716	30,000	11.50	345,000.00
16	Invoice	05/12/2021	1717	30,000	11.50	345,000.00
17	Invoice	05/12/2021	1746	30,000	11.50	345,000.00
18	Invoice	05/13/2021	1718	30,000	11.50	345,000.00
19	Invoice	05/19/2021	1719	30,000	11.50	345,000.00
20	Invoice	05/19/2021	1720	30,000	11.50	345,000.00
21	Invoice	05/19/2021	1721	30,000	11.50	345,000.00
22	Invoice	05/19/2021	1722	30,000	11.50	345,000.00
23	Invoice	05/19/2021	1723	30,000	11.50	345,000.00
24	Invoice	05/19/2021	1724	30,000	11.50	345,000.00
25	Invoice	05/20/2021	1728	30,000	11.50	345,000.00
26	Invoice	05/20/2021	1729	30,000	11.50	345,000.00
27	Invoice	05/21/2021	1727	30,000	11.50	345,000.00
28	Invoice	05/24/2021	1731	30,000	11.50	345,000.00
29	Invoice	05/24/2021	1732	30,000	11.50	345,000.00
30	Invoice	05/24/2021	1733	30,000	11.50	345,000.00
31	Invoice	05/24/2021	1734	30,000	11.50	345,000.00
32	Invoice	05/24/2021	1735	30,000	11.50	345,000.00
33	Invoice	05/24/2021	1736	30,000	11.50	345,000.00
34	Invoice	05/24/2021	1737	28,000	11.50	322,000.00
35	Invoice	05/25/2021	1738	28,000	11.50	322,000.00
36	Invoice	05/25/2021	1739	28,740	11.50	330,510.00
37	Invoice	05/25/2021	1740	29,610	11.50	340,515.00
38	Invoice	05/25/2021	1742	30,000	11.50	345,000.00
39	Invoice	05/25/2021	1743	30,000	11.50	345,000.00
40	Invoice	05/25/2021	1744	30,000	11.50	345,000.00
41	Invoice	05/25/2021	1745	30,000	11.50	345,000.00
42	Invoice	05/26/2021	1741	28,740	11.50	330,510.00

AKW001789

Accrual Basis

Kitchen Winners NY
Sales by Item Detail

All Transactions

43	Invoice	05/28/2021	1749	30,000	11.50	345,000.00
44	Invoice	05/28/2021	1750	28,740	11.50	330,510.00
45	Invoice	05/28/2021	1751	28,040	11.50	322,460.00
46	Invoice	05/28/2021	1752	29,610	11.50	340,515.00
47	Invoice	06/02/2021	1753	29,750	11.50	342,125.00
48	Invoice	06/03/2021	1754	29,750	11.50	342,125.00
49	Invoice	06/03/2021	1755	27,790	11.50	319,585.00
				<u>1,448,060</u>		<u>15,313,055.00</u>
				<u>1,448,060</u>		<u>15,313,055.00</u>
				<u>1,448,060</u>		<u>15,313,055.00</u>

AKW001790



Joseph Weiner <hersheyweiner@gmail.com>

Re: Rock Fintek quantities delivered

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Fri, Jun 11, 2021 at 1:06 PM


Please see attached
It includes today's pick ups

On Thu, Jun 10, 2021 at 9:56 AM Joseph Mendlowits <josephm@adorama.com> wrote:

Please update

From: Joseph Weiner <hersheyweiner@gmail.com>
Sent: Friday, June 4, 2021 2:25 PM
To: Joseph Mendlowits <josephm@adorama.com>
Subject: Rock Fintek quantities delivered

Click [here](#) to report this email as spam to System Support.

 **qty delivered.xlsx**
31K

AKW001794

Accrual Basis

Kitchen Winners NY
Sales by Item Detail

All Transactions

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Qty</u>	<u>Sales Price</u>	<u>Amount</u>
1	Invoice	04/20/2021	1703	29,200	11.50	335,800.00
2	Invoice	04/20/2021	1704	24,950	11.50	286,925.00
3	Invoice	04/26/2021	1705	29,200	11.50	335,800.00
4	Invoice	04/26/2021	1706	29,200	11.50	335,800.00
5	Invoice	04/27/2021	1730	30,000	11.50	345,000.00
6	Invoice	05/03/2021	1707	30,000	11.50	345,000.00
7	Invoice	05/03/2021	1708	30,000	11.50	345,000.00
8	Invoice	05/05/2021	1709	30,000	11.50	345,000.00
9	Invoice	05/05/2021	1710	30,000	11.50	345,000.00
10	Invoice	05/10/2021	1711	30,000	11.50	345,000.00
11	Invoice	05/10/2021	1712	30,000	11.50	345,000.00
12	Invoice	05/11/2021	1713	30,000	11.50	345,000.00
13	Invoice	05/11/2021	1714	28,740	11.50	330,510.00
14	Invoice	05/11/2021	1715	30,000	11.50	345,000.00
15	Invoice	05/12/2021	1716	30,000	11.50	345,000.00
16	Invoice	05/12/2021	1717	30,000	11.50	345,000.00
17	Invoice	05/12/2021	1746	30,000	11.50	345,000.00
18	Invoice	05/13/2021	1718	30,000	11.50	345,000.00
19	Invoice	05/13/2021	1757	27,980	11.50	321,770.00
20	Invoice	05/19/2021	1719	30,000	11.50	345,000.00
21	Invoice	05/19/2021	1720	30,000	11.50	345,000.00
22	Invoice	05/19/2021	1721	30,000	11.50	345,000.00
23	Invoice	05/19/2021	1722	30,000	11.50	345,000.00
24	Invoice	05/19/2021	1723	30,000	11.50	345,000.00
25	Invoice	05/19/2021	1724	30,000	11.50	345,000.00
26	Invoice	05/20/2021	1728	30,000	11.50	345,000.00
27	Invoice	05/20/2021	1729	30,000	11.50	345,000.00
28	Invoice	05/21/2021	1727	30,000	11.50	345,000.00
29	Invoice	05/24/2021	1731	30,000	11.50	345,000.00
30	Invoice	05/24/2021	1732	30,000	11.50	345,000.00
31	Invoice	05/24/2021	1733	30,000	11.50	345,000.00
32	Invoice	05/24/2021	1734	30,000	11.50	345,000.00
33	Invoice	05/24/2021	1735	30,000	11.50	345,000.00
34	Invoice	05/24/2021	1736	30,000	11.50	345,000.00
35	Invoice	05/24/2021	1737	28,000	11.50	322,000.00
36	Invoice	05/25/2021	1738	28,000	11.50	322,000.00
37	Invoice	05/25/2021	1739	28,740	11.50	330,510.00
38	Invoice	05/25/2021	1740	29,610	11.50	340,515.00
39	Invoice	05/25/2021	1742	30,000	11.50	345,000.00
40	Invoice	05/25/2021	1743	30,000	11.50	345,000.00
41	Invoice	05/25/2021	1744	30,000	11.50	345,000.00
42	Invoice	05/25/2021	1745	30,000	11.50	345,000.00

AKW001795

Accrual Basis

Kitchen Winners NY
Sales by Item Detail

All Transactions

43	Invoice	05/26/2021	1741	28,740	11.50	330,510.00
44	Invoice	05/28/2021	1749	30,000	11.50	345,000.00
45	Invoice	05/28/2021	1750	28,740	11.50	330,510.00
46	Invoice	05/28/2021	1751	28,040	11.50	322,460.00
47	Invoice	05/28/2021	1752	29,610	11.50	340,515.00
48	Invoice	05/28/2021	1747	28,660	11.50	329,590.00
49	Invoice	06/02/2021	1753	29,750	11.50	342,125.00
50	Invoice	06/03/2021	1754	29,750	11.50	342,125.00
51	Invoice	06/03/2021	1755	27,790	11.50	319,585.00
52	Invoice	06/04/2021	1759	27,370	11.50	314,755.00
53	Invoice	06/04/2021	1760	27,790	11.50	319,585.00
54	Invoice	06/08/2021	1761	28,470	11.50	327,405.00
55	Invoice	06/11/2021		30,000	11.50	345,000.00
56	Invoice	06/11/2021		30,000	11.50	345,000.00
57	Invoice	06/11/2021		30,000	11.50	345,000.00
58	Invoice	06/11/2021		25,450	11.50	292,675.00
				<u>1,703,780</u>		<u>19,257,670.00</u>
				<u>1,703,780</u>		<u>19,257,670.00</u>
				<u>1,703,780</u>		<u>19,257,670.00</u>

AKW001796



Joseph Weiner <hersheyweiner@gmail.com>

Fwd: Rock Fintek

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Sun, Jun 27, 2021 at 1:52 PM

Sent from my iPhone

Begin forwarded message:

From: Joseph Weiner <hersheyweiner@gmail.com>
Date: June 27, 2021 at 2:43:21 PM EDT
To: Joseph Weiner <hersheyweiner@gmail.com>
Subject: Rock Fintek

Hi,

As we discussed, here are the figures

Total agreed deliveries 1,678,270
Contract amount 1,500,000 @ 11.50 \$17,250,000.00
Overage 178,270 @ 9.50 \$1,693,565.00
Agreed trucking \$192,625.00
Agreed Insurance \$65,000.00
Total owed from all above \$19,201,190.00

Now there are 22,760 boxes in dispute, which according to BOLs' were delivered
\$216,220.00
Divide in half is \$108,110.00

Now the total is \$19,309,300
You paid \$19,190,000.00
Difference is \$119,300.00

If I give you the rebate of \$750,000.00, I will need to give you \$630,700.00

AKW001909



Joseph Weiner <hersheyweiner@gmail.com>

is this the wire ?

1 message

Joseph Mendlowits <josephm@adorama.com>
To: Joseph Weiner <hersheyweiner@gmail.com>

Thu, Apr 8, 2021 at 2:16 PM

Last read

5K

Samuel Knopfler 2:14 PM

04/08/21

Incoming wire from ROCK FINTEK LLC

1,250,000.00

AKW000656



Joseph Weiner <hersheyweiner@gmail.com>

Re: is this the wire ?

1 message

Joseph Weiner <hersheyweiner@gmail.com>
To: Joseph Mendlowits <josephm@adorama.com>

Thu, Apr 8, 2021 at 4:01 PM

Attached is the signed contract

On Thu, Apr 8, 2021 at 1:16 PM Joseph Mendlowits <josephm@adorama.com> wrote:



Sales Purchase Agreement - Kitchen Winners to Rock Fintek v10-2.pdf
216K

AKW000657

SALES AND PURCHASE AGREEMENT

THIS SALES AND PURCHASE AGREEMENT (this “Agreement”) is entered into on April 7, 2021 (the “Effective Date”), **KITCHEN WINNERS NY INC**, a New York corporation having an address at 1134 53rd Street, Brooklyn, NY 11219 (“Seller”) and **ROCK FINTEK LLC** a _____ Limited Liability Company having an address at 1680 Michigan Avenue, Miami Beach, Florida 33139 (“Buyer”) (each a “Party” and, collectively, the “Parties”). The Parties agree jointly, severally, mutually, and reciprocally to the terms and conditions stated herein and that this Agreement may be referenced from time to time in any documents or agreements with respect to the sale and purchase of:

1,500,000 boxes of Nitrile Gloves

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the “Products” described below subject to the following terms and conditions:

1. Purchase and Sale:

Product	Boxes	Unit Price	Purchase Price
Nitrile Gloves (Box 100) Color: Blue, Medical exam grade with FDA 510k	1,500,000	\$11.50	\$17,250,000.00
Brand: Medcare, examination glove			
Sizes: S =10% M =40% L= 40% XL=10%			

2. Payment Terms:

- a. On the date hereof, Buyer shall wire to an account designated by Seller the sum of \$1,250,000.00 (the “First Deposit”). On April 26, 2021 and prior to the Shipment of any Products in Tranche 3, Buyer shall wire to an account designated by Seller the sum of \$600,000.00 (the “Second Deposit” and once funded together with the First Deposit referred to herein as the “Deposit”). The Deposit shall be applied as payment in full for the last approximately 5.6 containers.
- b. The Deposit shall be paid to Adorama Inc. at:

Citibank, N.A. 153 East 53rd St., NY, NY 10043
 Account: Adorama Inc.
 Account#: 4979165791
 ABA#: 021000089
 For international wires: SWIFT Code: CITIUS33
- c. Buyer shall pay Seller in full by wire transfer of funds for each container Delivered to the Seller’s warehouse in Los Angeles, California.

AKW000658

- d. Any payment of the Purchase Price payable for each box of gloves delivered shall be paid to Seller upon Buyer's inspection of the products at Seller's warehouse in Los Angeles, California prior to Buyer's collection of the delivered Products. Payments are considered timely if wire confirmation is made within 48 hours (excluding Saturday and Sunday) from product availability at Seller's Los Angeles warehouse.
 - e. *Seller reserves the right to entertain backup offers for the Products and on such terms as Seller deems appropriate until such time that Buyer deposits the Deposit, or any subsequent payment due, with Seller. Seller may proceed to sell to other purchasers in the order of first in time to deposit the full Deposit in cash. Seller shall promptly notify Buyer if another purchaser has deposited funds with Seller. In the event Buyer fails to timely make any subsequent payment due hereunder, Seller shall have the right to sell the Products to another purchaser and retain the Deposit paid hereunder as liquidated damages.*
- 3. **Products Ready.** Provided that all payments due are timely made, within nine (9) weeks of Buyer funding the Deposit, all of the Products shall have been Delivered to the port of Long Beach, California, (the "Delivery Period") which shall be in accordance with the estimated delivery schedule attached hereto as Schedule "A".
 - 4. **Shipped Defined.** For the purposes of this Agreement "**Delivered**" or "**Delivery**" shall mean that a shipping container of Products arrives at the port of Long Beach, California.
 - 5. **Customs.** The Products shall be shipped by sea to the U.S. port of Long Beach. Seller shall import the Product, clear customs and pay any taxes and duties. Buyer shall arrange for and pay the cost of ground transportation after customs clearance.
 - 6. **Manufacturing Disclaimer.** Seller is merely a reseller of the Products and not the manufacturer, as such Seller does not make any warranties as to the Products except that they conform to the specifications provided.
 - 7. **Manufacturing Variance.** Seller shall be allowed a variance in packing quantities of up to ten (10%) percent.
 - 8. **Rebate.** Provided that all payments due hereunder are timely made, and only after the Second Deposit has been funded, Seller shall provide Buyer a rebate of \$0.50 per box for the first five (5) containers Delivered, for a total of \$75,000.00 (the "Rebate"). The Rebate shall be applied as a credit to the next container to be paid for by Buyer following Buyer funding the Second Deposit. Upon application of the Rebate, the Purchase Price for the Products shall be reduced to \$11.00 per box for the remainder of the Agreement. The rebate and reduction of the purchase price are contingent upon completion of the entire Agreement.

AKW000659

9. **Late delivery.** For any shipment which is Delivered in excess of one (1) week after the delivery period specified in Schedule A for that shipment, the purchase price for each box of Products in such delayed shipment shall be reduced by \$0.75 per box.

10. General Provisions:

- a. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language. Notices may be made by overnight courier, registered mail or electronic mail at the addresses provided.
- b. **JURISDICTION, VENUE & CHOICE OF LAW:** The Parties agree that the internal laws of the state of New York shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Buyer and Seller without regard for conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: New York County (Manhattan), New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum *non conveniens* or similar doctrine.
- c. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without the express written consent of the other party.
- d. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- e. **NO WAIVER:** In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- f. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

[remainder of page intentionally left blank; signature pages follow]


The foregoing Agreement is read and agreed by:

Seller:  April 7, 2021
Signature: _____
Name: Hershey Weiner
Title:

On behalf of: **Kitchen Winners NY Inc.**
Phone:
Email:

Signature:  _____
Name: Joseph Mendlowitz
Title:

On behalf of: **Adorama Inc.**
Phone:
Email:

Buyer:  4/7/21
Signature: _____
Name: Bradley Gilling
Title: COO

On behalf of: **Rock Fintek LLC**
Phone:
Email:

AKW000661

Schedule A

Tranche	Quantity	Delivery Period
1	5 containers	17-22 of April, 2021
2	8 containers	Week of 26th of April, 2021
3	10 containers	Week of May 2nd, 2021
4	6 containers	Week of May 9, 2021
5	6 containers	Week of May 16, 2021
6	5 containers	Week of May 23, 2021
7	5 containers	Week of May 30, 2021
8	5 containers	Week of June 6, 2021

AKW000662



Joseph Weiner <hersheyweiner@gmail.com>

1.725 rock fintek




Joseph Mendlowits <josephm@adorama.com>

Tue, Jun 1, 2021 at 3:25 PM

To: Joseph Weiner <hersheyweiner@gmail.com>, Joseph Mendlowits <josephm@adorama.com>

Microsoft Teams

Joseph Baum just now

3 attachments **7ed0d152-bd60-4e65-b5c2-bec2fe6cd04e**
3K **logo**
3K **4a64429c-2a9e-472e-b820-c08055068469**
26K**EXHIBIT**

Weiner 18 11/16/23 TT

exhibitsticker.com



Joseph Weiner <hersheyweiner@gmail.com>

RockFintec 5/25/21 1,035,000.00


Joseph Mendlowits <josephm@adorama.com>
To: Joseph Weiner <hersheyweiner@gmail.com>

Tue, May 25, 2021 at 1:08 PM

Microsoft Teams

Richard Fryer just now

05/25/21 Incoming wire from ROCK FINTEK LLC 1,035,000.00

2 attachments **c12010db-c12d-4ddf-93f7-6e531bc8a0a7**
2K **logo**
3K

Nitrile disposable Gloves | POWDER-FREE

QUALITY STANDARDS

- Conforms to EN455, EN 455 EN374-1, EN374-2:2019 and EN ISO 21470:2020
- Manufactured under QSR (GMP), ISO 9001:2015 Quality Management System

GLOVE SIZES

- Small, Medium, Large, Extra-Large
- Size of glove shown on the check box on the shipping carton with black ink

PRODUCT SPECIFICATIONS

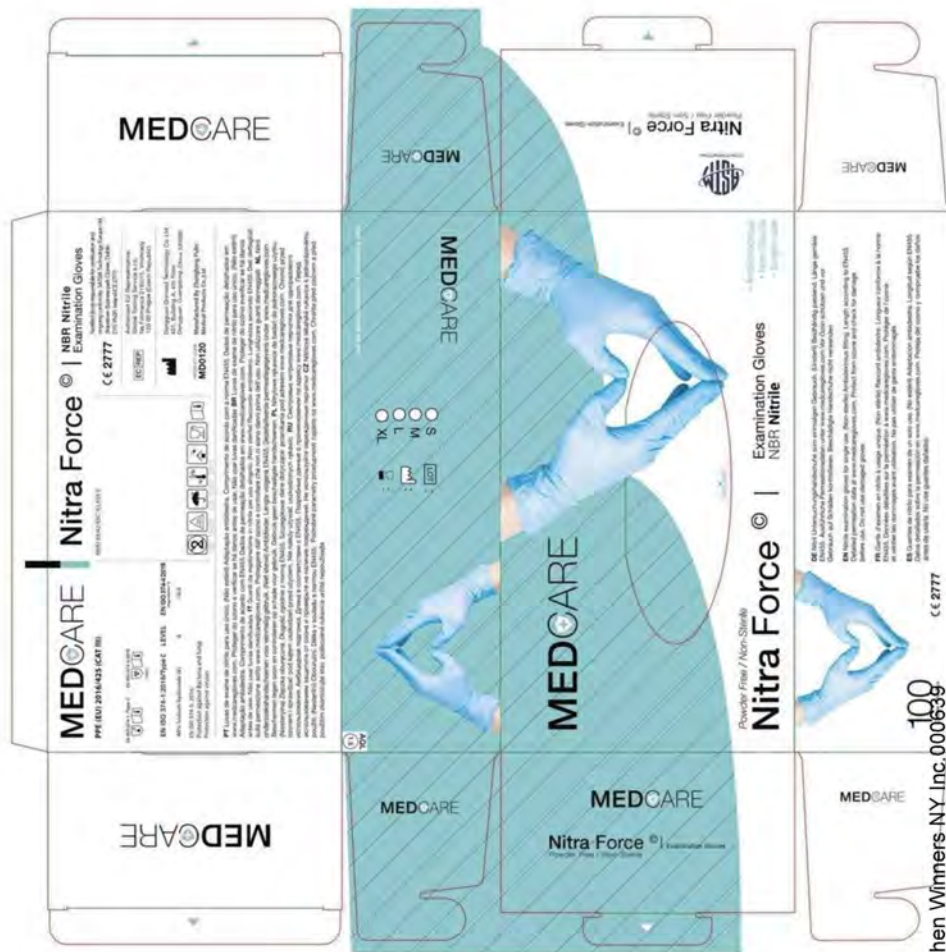
Type	Powdered & Powder-Free, Non-sterile
Material	100% Nitrile Latex-Free
Colour	Blue
Design & Features	Powdered-Free: Polymer coated or online single chlorinated, offline double chlorinated, ambidextrous, finger textured or palm textured surface, beaded cuff
Storage	The gloves shall maintain their properties when stored in a dry condition. Avoid direct sunlight
Shelf-Life	3 years from the date of manufacturing



PRODUCT SPECIFICATIONS

Property	Standard	EN 455	EN 455
Length (mm)	Min 230, Max 300 ± 10	Min 220 (S), Min 230 (M, L, XL)	Min 240
Width (mm)	Min 84 ± 3, Max 94 ± 3	Min 80 ± 10, Max 95 ± 10	Min 80 ± 10, Max 95 ± 10
Thickness (mm)	Min 0.15 ± 0.02, Max 0.25 ± 0.02	Min 0.15 ± 0.02, Max 0.25 ± 0.02	Min 0.15 ± 0.02, Max 0.25 ± 0.02
Tensile Strength (MPa)	Min 14, Max 14	Min 14, Max 14	Min 14, Max 14
Elongation at Break (%)	Min 500, Max 500	Min 500, Max 500	Min 500, Max 500
Median Force at Break (N)	Min 6, Max 6	Min 6, Max 6	Min 6, Max 6

MEDCARE
Medical professionals



Adorama Inc. & Kitchen Winners NY Inc. 000639

 2020

CERTIFICATE OF REGISTRATION

This certifies that:

DONGGUAN GRINVALD TECHNOLOGY CO. LTD
401, Building #3, No 4 Of Guangming New Village 2 Road
Dongcheng
Dongguan City Guangdong, CN 523000

is registered with the U.S. Food and Drug Administration for FY 2020 pursuant to Title 21, §807 et seq. of the United States Code of Federal Regulations:

Establishment Owner/Operator Number: 100718856
DUNS No.: 55-453-3470
Device Classification Name: POLYMER PATIENT EXAMINATION GLOVE
LZA
Product Code: 880.6250
Regulation Number: 144 Research Drive, Hampton, Virginia, 23666, USA
Official Correspondent and U.S. Agent: Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until the end of the year stated above, unless said registration is terminated effective at the time of this certificate. Registrar Corp makes no other representations or warranties, and hereby certifies that any representation or warranty made by any person purporting to be an agent of Registrar Corp is invalid unless it is made by the person whose name appears on this certificate. This certificate does not constitute endorsement or approval of the certificate holder's device or establishment by the U.S. Food and Drug Administration. Registrar Corp assumes no liability to any person or entity in connection with the foregoing.

Pursuant to 21 CFR 807.39, "Registration of a device establishment or assignment of a registration number does not in any way denote approval of the establishment or its products. Any representation that creates an impression of official approval because of registration or possession of a registration number is misleading and constitutes misbranding."

The U.S. Food and Drug Administration does not issue a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.

Registrar Corp
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179
info@registrarcorp.com • www.registrarcorp.com

David Lennarz
David Lennarz
Executive Director
Registrar Corp
Date: JUL 13, 2020

 **TÜVRheinland**
Precisely Right.

Page 1 of 3

Products

Report No.: 242122000-01a

Client: Dongguan Grinvald Technology Co., Ltd.

Contact Information: 401 Building A 4th Floor, Dongguan Guangdong China 523000

Identification/Model No(s): MEDCARE NITRILE EXAMINATION GLOVES

Sample Receiving date: 2020-08-05

Sample Resubmitted date: 2020-08-20

Testing Period: 2020-08-05 to 2020-08-27

Delivery condition: Apparent good, Samples tested as received

Test Specification: 1. EN 455-1: 2000: Requirements for freedom from holes

Test result: PASS

Other information provided by client:
Grade: Examination Gloves Powder Free
Manufacture: Dongguan Grinvald Technology Co., Ltd.
Country of Origin: China

The report 242122000-01a supersede report 242122000-01 (Revised Identification/Model No (S))

For and on behalf of
TUV Rheinland Thailand Ltd.


Witawan Sirphrom / Manager
Name/Position
Date: 2020-09-01
Test result is drawn according to the kind and extent of tests performed. The test report refers to the above mentioned Test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.
TUV Rheinland Thailand Ltd. - Global Technology Assessment Center Bangkok (GTAC BKK) Ladkrabang Industrial Estate 123th, Ladkrabang 31, Lampang, Bangkok 10520 Thailand
Tel: +66 (0) 2026-1333 Fax: +66 (0) 2026-1334-3 Email: info@tha.tuv.com Web: www.tuv.com

Adorama Inc. & Kitchen Winners NY Inc. 090640

Test Report No.: 242122000-01a

Page 3 of 3

Sample photo



-END-

Test Report No.: 242122000-01a

Page 2 of 3

Sampling Information:
Inspection Method: No inspection
Inspection level: N/A
AQL: N/A
Sample size: N/A

Material list:

Material No.	Material	Color	Location
M001	Nitrile Gloves	Blue	Refer to photo

Freedom from holes

Test method: With reference to EN 455-1: 2000

Test result:

Material No.	Gloves Size	Tested samples	No. of samples for Non-compliance	Conclusion
M001	M	200 pcs.	1	Pass

Remark:

1. All samples were selected and supplied by the client.
2. The batch size of the gloves supplied was not stated by the client. In accordance with BS EN 455-1, a batch size between 35,001 to 150,000 was chosen, and therefore 50 gloves per stage were tested for perforations using General Inspection Level I at an AQL of 1.5% with reference to table, the result can be judged as above AQL 0.65.

Stage No.	Cumulative no. tested	Accept	Reject
First	50	0	4
Second	100	1	6
Third	150	3	8
Fourth	200	5	9
Fifth	250	9	19

SATRA TECHNOLOGY

TECHNICAL REPORT

WORK REQUESTED

Samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120, Size S (6), M (7), L (8) were received by SATRA on 22 July 2020 for testing in accordance with EN ISO 21420: 2020 and EN 374-2: 2014.

SAMPLE SUBMITTED



Samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120, Size S (6), M (7), L (8).

TESTING REQUESTED

EN ISO 21420: 2020 Clause 5.1 – Sizing and measurement of gloves
EN ISO 21420: 2020 Clause 5.2 – Dexterity
EN ISO 21420: 2020 Clause 4.2 – Innocuousness of protective gloves
EN 374-2: 2014 Clause 7.2 – Air leak
EN 374-2: 2014 Clause 7.3 – Water leak

CONCLUSION

The samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120, Size S (6), M (7), L (8) were found to achieve the following results:

EN ISO 21420: 2020 Clause 5.1 – See below table
EN ISO 21420: 2020 Clause 5.2 – Level 5
EN ISO 21420: 2020 Clause 4.2* – Pass PAHs, DNFA and pH value
EN 374-2: 2014 Clause 7.2* – Pass
EN 374-2: 2014 Clause 7.3 – Pass

All tests marked * in this technical report were subcontracted to test facilities accredited to ISO/IEC 17025: 2017 by CNAS.

Detailed results are included on the following page(s)

Global Tooling Service S.R.O.
SATRA Reference: CHT0300498 /2030
Date: 4 August 2020

Signed: *Shellya*
Technology
China Test
(Page 2 of 9)

SATRA TECHNOLOGY

TECHNICAL REPORT

Testing

Testing was carried out in accordance with EN 374-2: 2014

Samples for testing were conditioned for at least 24 hours in a conditioned environment maintained at (23±2)°C and (50±5)% relative humidity.

Requirements

Requirements for EN 374-2: 2014

Clause 7.2 Air leak	No leak to be detected
Clause 7.3 Water leak	No leak to be detected

Test Results

EN 374-2: 2014 Test Results

Clause / Test	Test Results	UoM	Result
7.2 Air leak test	Total air pressure used	NA	Pass
	Sample size		
	6		
	7		
7.3 Water leak test	Sample size	NA	Pass
	6		
	7		
	8		

*** End of Report ***

Global Tooling Service S.R.O.
SATRA Reference: CHT0300498 /2030
Date: 4 August 2020

Signed: *Shellya*
Technology
China Test
(Page 7 of 9)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office: Health Services

Food and Drug Administration
1080 North Highland Avenue
Silver Spring, Maryland 20910-6002
Phone: (301) 435-5002

March 9, 2016

Zhonghong Pulin Medical Products Co., Ltd.
c/o Mr. Chu Xiaom
Room 1606 Bldg. 1, Jianxiang Yuan No. 209
Bei Si Huan Zhong Road, Haidian District
Beijing 100083
CHINA

Re: K152712
Trade/Device Name: Nitrile Powder Free Patient Examination Gloves, Blue Color
Regulation Number: 21 CFR 880.6250
Regulation Name: Patient Examination Glove
Regulatory Class: Class I
Product Code: LZA
Dated: January 28, 2016
Received: February 1, 2016

Dear Mr. Xiaom:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments, or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval application (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration. Please note: CDRH does not evaluate information related to contract liability warranties. We remind you, however, that device labeling must be truthful and not misleading.

If your device is classified (see above) into either class II (Special Controls) or class III (PMA), it may be subject to additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 899. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); medical device reporting (reporting of medical device-related adverse events) (21 CFR 803); good manufacturing practice requirements as set forth in

Page 2 - Mr. Xiaom

the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Act); 21 CFR 1000-1050.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Division of Industry and Consumer Education at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address <http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>. Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR Part 807.97). For questions regarding the reporting of adverse events under the MDR regulation (21 CFR Part 803), please go to <http://www.fda.gov/MedicalDevices/Safety/ReportProblem/default.htm> for the CDRH's Office of Surveillance and Biometrics/Division of Postmarket Surveillance.

You may obtain other general information on your responsibilities under the Act from the Division of Industry and Consumer Education at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address <http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>.

Sincerely yours,

Tajashri Parvati-Sherb, M.D.
Tajashri Parvati-Sherb, M.D.
Clinical Deputy Director
BACR/DIOB/CDRH FOR

Erin I. Keith, M.S.
Director
Division of Anesthesiology,
General Hospital, Respiratory,
Infection Control, and Dental Devices
Office of Device Evaluation
Center for Devices and Radiological Health

Enclosure

Adorama Inc. & Kitchen Winners NY Inc.000644

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Food and Drug Administration

Form Approved: OMB No. 0910-0120
Expiration Date: January 31, 2017
See PRA Statement below.

Indications for Use

510(k) Number (if known)
K152712

Device Name
Nitrile Powder Free Patient Examination Gloves, Blue Color

Indications for Use (Describe)
Nitrile Powder Free Patient Examination Gloves, Blue Color is a non-sterile disposable device intended for medical purposes that is worn on the examiner's hand or finger to prevent contamination between patient and examiner.

Type of Use (Select one or both, as applicable)
☐ Prescription Use (Part 21 CFR 801 Subpart D)
☒ Over-The-Counter Use (21 CFR 801 Subpart C)

CONTINUE ON A SEPARATE PAGE IF NEEDED.

This section applies only to requirements of the Paperwork Reduction Act of 1995.

DO NOT SEND YOUR COMPLETED FORM TO THE PRA STAFF EMAIL ADDRESS BELOW.

The burden time for this collection of information is estimated to average 79 hours per response, including the time to review instructions, search existing data sources, gather and maintain the data needed and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden, to:

Department of Health and Human Services
Food and Drug Administration
Office of Chief Information Officer
Paperwork Reduction Act (PRA) Staff
PRAStaff@fda.hhs.gov

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB number.

FORM FDA 3881 (8/14)

Page 1 of 1

PRA Forming Number: 09-10-0120-0120

Materials used to fabricate the device	Nitrile	2mg of residual powder	Substantially equivalent
Dosing or Patient Use	PU	Polyurethane	Substantially equivalent
Powder name			
Compare performance data supporting substantial equivalence	Meets ASTM D5151-06 (Reapproved 2011) ASTM D6319-10 ASTM D6124-06 (Reapproved 2011) Single Patient Use	Meets ASTM D5151-06 (Reapproved 2011) ASTM D6319-10 ASTM D6124-06 (Reapproved 2011) Single Patient Use	Substantially equivalent
Single Patient Use			
Bioequivalency	SKIN IRRITATION and DERMAL SENSITIZATION Meets ISO 10993-10:2002/Amend.1:2006	SKIN IRRITATION and SENSITIZATION STUDIES Meets ISO 10993-10:2002/Amend.1:2006	Substantially equivalent
	Under the conditions of the study, not an irritant and under conditions of the study, not a sensitizer.	Under the conditions of the study, not an irritant and under conditions of the study, not a sensitizer.	
Labeling for the legally marketed device to which substantial equivalence is claimed.	- Powder Free - Patient Examination Glove - Single Use Only - Manufactured For: - Latex - Blue color - Non sterile	- Powder Free - Patient Examination Glove - Single Use Only - Manufactured For: - Latex - Blue color - Non sterile	Substantially equivalent

10.0 Substantial Equivalence Comparison:

It can be concluded that the Nitrile Powder Free Patient Examination Gloves, Blue Color meet the ASTM standard or equivalent standard and FDA requirements for waterfreak test on pinhole AQL-- meet labeling claims.

It can be concluded that the Nitrile Powder Free Patient Examination Gloves, Blue Color is as safe, as effective, and performs as well as the predicate device, Nitrile Powder Free Patient Examination Gloves, Blue Color, Tangshan Zhonghong Pulin Plastic Co., Ltd. K120970.

